



NOMAGEARS.COM | INDUSTRIAL GEARBOX HEROES

GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GEAR UNITS AND DRIVE ELEMENTS

1. offer and scope of delivery.

Offers are subject to confirmation. An order shall not be deemed accepted until it has been confirmed in writing by the supplier. The written order confirmation of the supplier shall be decisive for the scope of delivery. Amendments, supplements or verbal agreements must also be acknowledged by the supplier in writing. The documents contained in printed matter, the offer and the order confirmation, such as illustrations, descriptions and drawings, details of dimensions and weights, are only approximate unless they are expressly designated as binding. Excess and short weights and deliveries within customary trade limits do not entitle to complaints and price reductions. The customer assumes full responsibility for the documents to be supplied by him, such as drawings, models, gauges, samples or the like.

2. general execution.

Unless otherwise agreed, bores and shaft seats are manufactured according to ISO fits. The gearing shall be designed in accordance with DIN 867 (20° setting angle). Other pitches and lead-in angles must be specially agreed. The quality of the gearing shall be in accordance with DIN 3961-67, August 1978 edition. The supplier shall classify the gearing unless the customer has specified special values in his enquiry documents. All parts will be marked with the company logo of the supplier.

3. processing of parts sent in.

Only parts intended for processing are to be sent free to the contractor's (supplier's) plant and, if necessary, in good packaging, enclosing a packing slip.

A dispatch note shall be sent to the contractor stating his order number. The mechanical properties of the material of the parts to be machined shall be specified in detail: These must ensure the best possible machinability. Pre-machined parts are to be delivered in a dimensionally accurate and impact-free condition. Parts to be broached must not be finish-machined and must have allowance for re-turning. If these conditions are not fulfilled, the contractor may charge the costs for additional work, as well as replacement for prematurely worn or damaged tools, or withdraw from the contract, in which case the customer must reimburse the corresponding part of the contract price, as well as the aforementioned additional costs.

Tools and gauges which do not correspond to the contractor's normal range, as well as special clamping devices, shall be invoiced pro rata and shall remain his property.

Incorrectly pre-machined wheel bodies can be reworked or returned without further inquiry at the expense of the customer. Wheel bodies only sent in for gear cutting will only be deburred if this has been expressly agreed.

Waste material from the parts sent in for machining shall become the property of the contractor - the equivalent value for this has already been taken into account in the pricing.

4. prices and terms of payment.

Prices are ex-plant and do not include packaging, freight, postage and value assurance.

Packaging and dispatch shall be carried out to the best of the supplier's judgement, but without any further obligation on the part of the supplier. The supplier shall only take out insurance against transport damage at the express request of the customer and for the customer's account. In the case of carriage paid return of undamaged packaging material, half of the invoiced price shall be reimbursed. Unless otherwise agreed, payments shall be made in cash without any deductions, free Supplier's payment office:

- 10 days net;
- for first-time business transactions, repairs and the like in advance or when the goods are ready for dispatch;
- smaller amounts shall be added to the consignment;

d) for deliveries abroad according to special agreement.

Unless otherwise agreed, payments for deliveries of large orders shall be made

one third upon receipt of the order confirmation

one third upon dispatch or notification of readiness for dispatch,

one third 30 days after date of invoice.

Partial deliveries shall be invoiced immediately.

Assembly costs are payable immediately upon receipt of the invoice.

Cheques and bills of exchange are only considered as payment when they are honoured. Bill charges shall be borne by the customer.

If the agreed payment deadlines are exceeded - without the need for a special reminder and subject to the assertion of further rights - a default compensation in the amount of the respective bank interest and charges for open business credits shall be charged.

The retention of payments or offsetting of unrecognised counterclaims of the customer is excluded. Default of payment by the customer or insufficient information shall entitle the supplier to claim advance payments for outstanding deliveries of current orders.

If a suspension of the contract is agreed, the fixed price shall be due and payable immediately after deduction of the direct costs for the partial work still to be carried out by the supplier until the ordered parts have been completed in full.

5. retention of title.

The Supplier retains title to the delivery item until receipt of all payments under the contract. The Purchaser may neither pledge the delivery item nor assign it as security. In the event of seizure or confiscation or other dispositions by third parties, the Purchaser shall notify the Supplier thereof without delay. The assertion of the retention of title as well as the seizure of the delivery item by the supplier shall not be deemed a withdrawal from an unfulfilled delivery contract. If goods of the Supplier are combined by the Purchaser with other items to form a single item, it shall be deemed agreed that the Purchaser transfers co-ownership to the Supplier on a pro rata basis within the meaning of Section 947 (1) of the German Civil Code (BGB) and retains custody of the item on its behalf.

6. Delivery time.

The delivery period shall commence with the dispatch of the order confirmation, but not before the customer has provided the documents, approvals, releases to be obtained and receipt of an agreed down payment.

The delivery period shall be extended appropriately in the event of unforeseen hindrances which are beyond the control of the Supplier - regardless of whether they occur at the Supplier's plant or at its sub-supplier - e.g. cases of force majeure, official measures and other delays in the completion of delivery parts for which the Supplier is not responsible, operational disruptions, rejects, delays in the delivery of essential construction materials and raw materials, insofar as such hindrances demonstrably have a considerable influence on the completion or delivery of the delivery item. The supplier shall not be responsible for such hindrances even if they occur during an already existing delay.

Subsequent changes requested by the Purchaser shall result in an interruption of the delivery period, which shall start anew after notification of the requested change. No compensation for delay shall be granted.

If dispatch is delayed for reasons for which the Supplier is not responsible, the Purchaser shall be charged for the costs incurred for storage at the Supplier's plant, but at least 1/2 of one percent of the invoice amount attributable to the stored parts, for each month, starting one month after notification of readiness for dispatch. The supplier is also entitled to store the delivery item outside its plant.

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7. Transfer of risk.

The risk shall pass to the Purchaser at the latest when the delivery parts are dispatched ex plant, even if freight-free delivery and assembly have been agreed as an exception.

If dispatch is delayed due to circumstances for which the Supplier is not responsible, the risk shall pass to the Purchaser from the date of readiness for dispatch. Any discrepancies arising from the shipment must be reported to the supplier in writing immediately after receipt of the goods.

8. Liability for defects in the delivery.

The supplier shall be liable for defects in the delivery, which shall also include the absence of expressly warranted characteristics, to the exclusion of further claims as follows:

All those parts shall be repaired or replaced free of charge by the supplier at his discretion which within 6 months, in the case of day and night operations within 3 months, from the time of the transfer of risk prove to be unusable or whose usability is considerably impaired as a result of a circumstance occurring before the transfer of risk, in particular due to poor material procured by the supplier or defective workmanship. A prerequisite is the fulfilment of the contractual obligations incumbent upon the Purchaser, in particular the agreed terms of payment. The Supplier must be notified immediately in writing of the discovery of such defects. The right of the Purchaser to assert claims based on defects shall expire in all cases 6 months from the date of the timely notification of the defect, but no earlier than the expiry of the warranty period. In the event of non-use, any warranty shall expire 12 months after delivery.

The Purchaser shall grant the Supplier the necessary time and opportunity free of charge to carry out all modifications or replacement deliveries which the Supplier deems necessary. Parts which are the subject of a complaint shall only be returned to the supplier at the supplier's request.

The freight for the rejected parts shall be borne by the Purchaser.

Replaced parts shall become the property of the supplier.

No liability shall be assumed for delivery parts which are subject to damage or premature consumption as a result of their material composition, the way in which they are used, natural wear and tear, faulty or negligent handling, excessive stress, unsuitable operating materials, chemical, electro-chemical weathering and natural influences. For third-party products, the liability of the supplier is limited to the assignment of the liability claims to which he is entitled against the supplier of the third-party product.

The results on the supplier's test bench are decisive for the running characteristics of gearboxes. The supplier shall not be liable for faults which occur due to installation conditions or improper care.

In the case of delivery of individual parts, the supplier shall only be liable for execution in accordance with the drawing.

Liability for rectification work carried out or spare parts supplied shall only exist up to the expiry of the warranty period for the original delivery. Liability shall lapse if reworking, modifications or repair work are carried out without the prior consent of the supplier.

Any further claims of the Purchaser, irrespective of their legal basis, in particular for compensation for direct or indirect damage as well as for dismantling and installation costs, are excluded.

9. contract work.

Our General Terms and Conditions of Delivery and Payment shall apply to contract work, unless otherwise stipulated in these Supplementary Terms and Conditions. 1:

1. the customer must deliver the material and the necessary technical documents in good time at his own expense. 2. the material must be in perfect condition and correspond to the specified values.
2. the material must be in perfect condition and correspond to the specified values. If machining has been agreed, it must have normal machining allowances. 3.
3. additional costs and damages caused by the fact that the material does not comply with the specifications of item 2 (e.g. porosity, sand inclusions, brittleness, hardness or other circumstances making the work more expensive) will be charged additionally

4. scrap, chips and other waste become our property. Their value is included in the price.

5. invoices shall be paid net without deduction immediately upon receipt, excluding the right of set-off and the right of retention.

6. we guarantee the proper and careful execution of the work undertaken by us. However, we shall not be liable for damages which are due to defects in the material or to errors in the technical documents or other information.

In the event of justified notices of defects in due form and time, we shall fulfil our obligation by rectifying the defects. If the material becomes unusable as a result of a material defect or otherwise through no fault of our own, the costs incurred by us until the defect was identified shall be reimbursed by the customer. If the material becomes unusable due to our fault, we shall bear the costs incurred by us until the defect was established. We are also prepared to accept replacement material sent to us free of charge under the terms of this contract.

All other claims, in particular for damages and replacement of the material, on whatever legal grounds, are excluded.

10. Right of withdrawal.

The Purchaser shall have the right to rescind the contract if the delivery becomes completely impossible for the Supplier, if the Supplier in default has culpably allowed a sufficient period of grace granted to him with the threat of rescission to elapse, if the Supplier has culpably allowed a sufficient period of grace granted to him for the rectification of a defect for which he is responsible within the meaning of the terms and conditions of delivery to elapse fruitlessly, or if the rectification of the defect proves to be impossible.

Unforeseen events within the meaning of Clause 6 which lead to the agreed delivery period being exceeded shall entitle the Supplier to rescind the contract in whole or in part, to the exclusion of any claims by the Purchaser, if, since the order was placed, the economic circumstances have changed so considerably that the Supplier cannot reasonably be expected to fulfil the contract.

This shall also apply if an extension of the delivery period was initially agreed. Apart from the aforementioned right of rescission and the claims set out in Clause 8, the Purchaser may not assert any claims for compensation or other rights against the Supplier on account of any disadvantages connected with the delivery contract or with the delivery item, irrespective of the legal grounds on which he relies.

11. Place of performance and jurisdiction.

The place of performance for both parties is the supplier's registered office.

The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Supplier's principal place of business. The Supplier shall also be entitled to bring an action at the Purchaser's principal place of business.

The contract is subject to German law.

Any terms and conditions of the Purchaser which conflict with these Terms and Conditions of Delivery shall not be binding on the Supplier, even if they form the basis of the order and the Supplier has not expressly objected to their content.

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